



## Arlington Conservation Commission

**Date:** Thursday, December 19, 2024  
**Time:** 7:00 PM  
**Location:** Conducted by Remote Participation.

Please register in advance for this meeting. Reference materials, instructions, and access information for this specific meeting will be available 48 hours prior to the meeting on the Commission's agenda and minutes page. This meeting will be conducted in a remote format consistent with Chapter 2 of the Acts of 2023, which further extends certain COVID-19 measures regarding remote participation in public meetings until March 31, 2025. Please note: Not all items listed may in fact be discussed and other items not listed may be brought up for discussion to the extent permitted by law. This agenda includes those matters which can be reasonably anticipated to be discussed at the meeting.

### Agenda

1. Discussion
  - a. Enforcement Order Liaisons.
  - b. Enforcement Order: 66-66R Dudley Street/993 Massachusetts Avenue.
  - c. Enforcement Order: 335 Mystic Street.
  - d. Enforcement Order Ratification: 40 Park Avenue/1293-1305 Massachusetts Avenue.
  - e. Water Bodies Working Group.
  - f. Tree Committee Update.
  - g. CPA Committee Liaison.
  - h. Park & Recreation Commission Liaison.
  - i. Park & Recreation Commission Liaison.
  - j. Symmes Conservation Restriction.

2. Hearings

**DEP #091-0356: Notice of Intent: Thorndike Place (Continued from 12/05/2024).**

DEP #091-0356: Notice of Intent: Thorndike Place (Continued from 12/05/2024).

The Conservation Commission will hold a public hearing under the Wetlands Protection Act to consider a Notice of Intent for the construction of Thorndike Place, a multifamily development on Dorothy Road in Arlington. Areas proposed to be altered include Buffer Zone to Bordering Vegetated Wetland and Bordering Land Subject to Flooding associated with Alewife Brook.

- i. At the Applicant's request, this hearing will be continued to the meeting of January 2, 2025.

## INDEX

- 1 Letter to Mr. Morgan
- 2 Front page of P/S with TK Realty
3. Deed recorded 8/16/2024
- 4 Page Seven of the Purchase and Sale, Paragraph 24 and 25
- 5 Police report and pictures of fallen tree from 40 Park Ave.
6. Summary of conversation with Chompers Goatscaping
7. Enforcement order and letter from Mr.Morgan
8. Quote from Prime Roofing
9. Quote from Campbell Environmental
10. Schedule from Campbell Environmental
11. Campbell notice to Mass DEP
12. Campbell e-mail Condition Of Site
13. Plot plan indicating well locations
14. Pictures relative to Prime Roofing comments, Campbell Environmental comments and site condition.
15. Summary of future plans

The following is a description of plans for the property as requested per Mr. Morgan's letter of 9/17/2024:

1. The property will be surveyed and elevations provided.
2. A location for a drywell picking up the roof drains will be recommended by the surveyor
3. Monitoring well. Will be staked
4. A test pit will be dug for the drywell picking up the roof drains

Town Of Arlington  
Mr. David Morgan, Environment Planner And Conservation Agent  
730 Massachusetts Avenue  
Arlington, MA 02476

Dear Mr. Morgan

This is a summary explaining the work done at 40 Park Avenue followed by a description of improvements we would like to file for.

1. 40 Park Avenue was purchased July 18, 2024 from Terry Kritsepis of T & K Realty Trust dated 9/29/1983. Page one of Purchase and Sale attached.
2. July 16: Tree from 40 Park Ave fell on vehicle parked at True Fitness. See attached police report. The tree was on 40 Park Avenue property and the trunk was rotted out. Davidson did not own the property at this point. Picture of the site attached.
3. Carter Knight from Davidson Management spoke to Charlyene of Chompers Goatscaping about clearing the areas overgrown with poison ivy and invasive. Henry Davidson had spoken with Dave Morgan to see if he had any problem with that. Attached is a summary of Carter's conversation with Chompers Goatscaping.
4. Contact was made with Prime Roofing. There were several roof leaks and water in the basement as a result. See quote attached. Note reference to tree damaging the roof.
5. In early August, Campbell Environmental was contacted to bring us up to date on the status of the environmental remediation that had taken place. In addition, he would provide a quotation to work to close this case. See attached quotation, proposed schedule of work to be done, notice to Mass DEP. of responses addressing tier classification that will be submitted in the future and letter from Campbell Environmental indicating the area needs to be cleaned. See the well location drawing attached. The vines of the ground are a significant tripping hazard.

Copy

## PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made this 8th day of July, 2024, by and between **Terry Kritsepis, trustee of the T & K Realty Trust u/d/t dated September 29, 1983**, having an address for purposes hereof at 6505 Shadow Hawk Drive, Citrus Heights, CA 95621 (hereinafter referred to as "Seller"), which agrees to sell and **30 Park Avenue Associates, LLC**, a limited liability company with an office located at 792 Massachusetts Avenue, 2<sup>nd</sup> Floor, Arlington, Massachusetts, or its nominee (hereinafter referred to as "Buyer"), which agrees to buy, upon the terms hereinafter set forth, the following described premises:

1. **Description:** That certain parcel of land with the improvements thereon having a street address of 40 Park Avenue, Arlington, Massachusetts ("premises"). For further description, see deed recorded with Middlesex County Southern District Registry of Deeds on September 30, 1983 in Book 15244, Page 492.

2. **Buildings, Structures, Improvements, Fixtures:** Included in the sale as a part of said premises are the structures and improvements now thereon, and the fixtures therein excluding, however, any personal property and trade fixtures of any tenant at the premises.

3. **Title Deed:** The premises are to be conveyed by a good and sufficient Quitclaim Deed running to the Buyer, or to the nominee designated by the Buyer by written notice to the Seller at least five (5) business days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- (a) Provisions of existing building, health, and zoning laws;
- (b) Existing rights and obligations in party walls which are not the subject of written agreement;
- (c) Such taxes for the then current fiscal year not due and payable on the date of the delivery of such deed;
- (d) Any liens for municipal betterments assessed after the date of this agreement; In the event a betterment is approved prior to closing but after the date hereof, and SELLER does not agree to pay same in full, BUYER may terminate this agreement whereupon all deposits will be refunded to BUYER. and
- (e) Such easements, takings and rights of way of record in the applicable county Registry of Deeds to the extent same are now in force so long as the same do not prohibit or materially interfere with the use of said premises as currently used; and.
- (f) That certain lease by and between Seller and Accolade Athletics Inc. d/b/a Crossfit Accolade (the "Tenant").



# Middlesex South Registry of Deeds

## Electronically Recorded Document

This is the first page of the document - Do not remove

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### Recording Information

Document Number	: 92627
Document Type	: DEED
Recorded Date	: August 16, 2024
Recorded Time	: 03:02:06 PM
Recorded Book and Page	: 83139 / 336
Number of Pages(including cover sheet)	: 4
Receipt Number	: 3021339
Recording Fee (including excise)	: \$4,455.08

\*\*\*\*\*  
MASSACHUSETTS EXCISE TAX  
Southern Middlesex District ROD # 001  
Date: 08/16/2024 03:02 PM  
Ctrl# 393445 20357 Doc# 00092627  
Fee: \$4,300.08 Cons: \$942,564.00  
\*\*\*\*\*

**Middlesex South Registry of Deeds**  
**Maria C. Curtatone, Register**  
208 Cambridge Street  
Cambridge, MA 02141  
617-679-6300  
[www.middlesexsouthregistry.com](http://www.middlesexsouthregistry.com)

24. **Massachusetts Department of Environmental Protection.** Buyer acknowledges that Seller has been remediating the premises pursuant to an agreement with Massachusetts Department of Environmental Protection ("DEP"). As part of the agreement with DEP, Seller has contracted with Campbell Environmental Inc. ("Campbell") to perform remediation services at the premises. Such services are expected to continue following the Closing. Buyer agrees to assume the contract with Campbell and all liability associated with Campbell and DEP. This section shall survive Closing.

25. **Service Contracts:** Seller represents and warrants that it has entered into no agreements which will remain in effect subsequent to the Closing with respect to the management, maintenance or servicing of the premises that are not cancellable upon no more than thirty (30) days' prior notice, except the contract with Campbell, referenced in Section 24.

26. **Calculation of Time Periods:** Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the premises are located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. Computation of a subsequent period of time designated to begin after the last day of a previous period shall be deemed to commence on the day immediately following the day the previous period ended, as such end date may have been adjusted due to its falling on a Saturday, Sunday or legal holiday. The last day of any period of time described herein shall be deemed to end at 5:30 p.m. local time in the state in which the premises are located.

27. **"As Is" Sale:** Buyer acknowledges and agrees that Seller has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to (i) the value, nature, quality or condition of the premises, including, without limitation, the structure, water, soil and geology, and the presence or absence of hazardous waste or oil substances, (ii) whether flood insurance is available or necessary for the premises as flood zone maps frequently change; (iii) the income to be derived from the premises or the expenses to be incurred, (iv) the suitability of the premises for any and all activities and uses which Buyer may conduct thereon, (v) the compliance or non-compliance of or by the premises or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body, including, without limitation, all zoning and environmental matters, (vi) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES INCLUDING ALL REAL AND PERSONAL PROPERTY SOLD HEREIN, (vii) the manner or quality of the construction of materials, if any, at the premises, (viii) the manner, quality, state of repair or lack of repair of the premises, or (ix) any other matter with respect to the premises, all except as specifically set forth in this Agreement. Buyer further acknowledges and agrees that it is relying solely on its own investigation of the premises (including any consultants retained by Buyer) and not on any information provided or to be provided by Seller, except intentional misrepresentation; that any information provided or to be provided with respect to the premises was obtained from a variety



**ARLINGTON POLICE  
ARLINGTON, MA**

INCIDENT # / REPORT #  
24015823 / 1

OFFICER  
DUNDUTSANG T

RANK  
PTL

REVIEW STATUS  
APPROVED

**INCIDENT #24015823 DATA**

As Of 07/16/2024 22:25:31

7/6/2024

**BASIC INFORMATION**

CASE TITLE  
PROPERTY DAMAGED

LOCATION  
30 PARK AVE

APT/UNIT #

DATE/TIME REPORTED

07/16/2024 21:25:09

7/6/2024

DATE/TIME OCCURRED

On or about 07/16/2024 21:25

7/6/2024

INCIDENT TYPE(S)/OFFENSE(S)

(9730)TREE DWN

**PERSONS**

<u>ROLE</u>	<u>NAME</u>	<u>SEX</u>	<u>RACE</u>	<u>AGE</u>	<u>DOB</u>	<u>PHONE</u>
INVOLVED PARTY	CAHILL-ROGERS, LOUIS BRIAN	MALE	WHITE	20		(HOME)
	ADDRESS: 63 SUNNYSIDE AVE ARLINGTON, MA					(CELL)
VEHICLE OWNER	CAHILL, CATHERINE	FEMALE	WHITE	60		(HOME)
	ADDRESS: 63 SUNNYSIDE AVE ARLINGTON, MA					(CELL)
INVOLVED PARTY	MCGRATH, ANDREW	MALE	WHITE	33		(HOME)
	ADDRESS: ,					(CELL)
INVOLVED PARTY	DAVIDSON MANAGEMENT CO.,					(HOME)
	ADDRESS: 30 PARK AVE ARLINGTON, MA					(CELL) 781-643-5335

[ NO OFFENDERS ]

**VEHICLES**

<u>ROLE</u>	<u>TYPE</u>	<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>COLOR</u>	<u>REG #</u>	<u>STATE</u>
DESTROYED/DAMAGED/VANDALIZED		2020	HYUN	TUCSON	RED	1FKZ62	MA
<u>STOLEN \$</u>	<u>REC CODE</u>	<u>DATE REC</u>	<u>REC \$</u>	<u>REC BY</u>			

[ NO PROPERTY ]

**OFFICER REPORT: 24015823 - 1 / DUNDUTSANG T (4473)**

DATE/TIME OF REPORT

07/16/2024 22:25:29

TYPE OF REPORT

INCIDENT

REVIEW STATUS

APPROVED

**NARRATIVE**

On Tuesday (07/06/2024), at approximately 21:25 hours, while assigned to Traffic (Car @365), this Officer Dundutsang, along with Officer Flynn (Sector #5), were dispatched to the parking lot of True Fitness Gym (30 Park Ave.), to investigate a tree falling on top of a motor vehicle. Upon arrival, Officers observed the involved tree and vehicle located on the south side of the gym's parking lot. The involved vehicle (MA Reg. # 1FKZ62) was facing northbound and the tree had landed on the back portion of the vehicle, causing heavy damage. The involved tree appeared to be very old and was situated in the dirt portion of the parking lot, between True Fitness Gym and D'Agostino's (1297 MASS Ave.). Due to the location of the involved tree Officers deemed that the tree was not owned by the Town of Arlington. Parked next to the involved vehicle was a MA Reg. #24DH69, which appeared to have sustained no visible damage. The owner of the second vehicle was able to move his vehicle without incident. (pictures attached) This Officer then spoke with the operator of the vehicle, Louis B. Cahill-Rogers. Louis stated that he was working out in the gym during the time of the incident. Louis stated that when he went outside he discovered that a tree had fallen on top of his vehicle. Louis stated that his mother, Catherine Cahill, is the owner of the vehicle and he was attempting to get in contact with her via phone. This Officer then spoke with True Fitness employee, Andrew McGrath. McGrath stated that he had already notified the owner of the gym, Joe Travia, via phone [REDACTED] McGrath stated that he was attempting to get in contact with the building manager, but was met with negative results. McGrath then provided me the phone number to the building manager, Davidson Management Company [REDACTED] This Officer call that number and left a voice message regarding this incident. This Officer then spoke with Catherine Cahill, via phone. Catherine requested that her vehicle be left at the parking lot and tow it at a later date. This Officer spoke with McGrath and got the approval of the gym owner, Joe Travia. The involved tree and vehicle was left in its present condition to

be removed at a later date. This Officer advised Catherine, Louis and McGrath that this incident will be documented and an incident number was provided. All parties were satisfied.

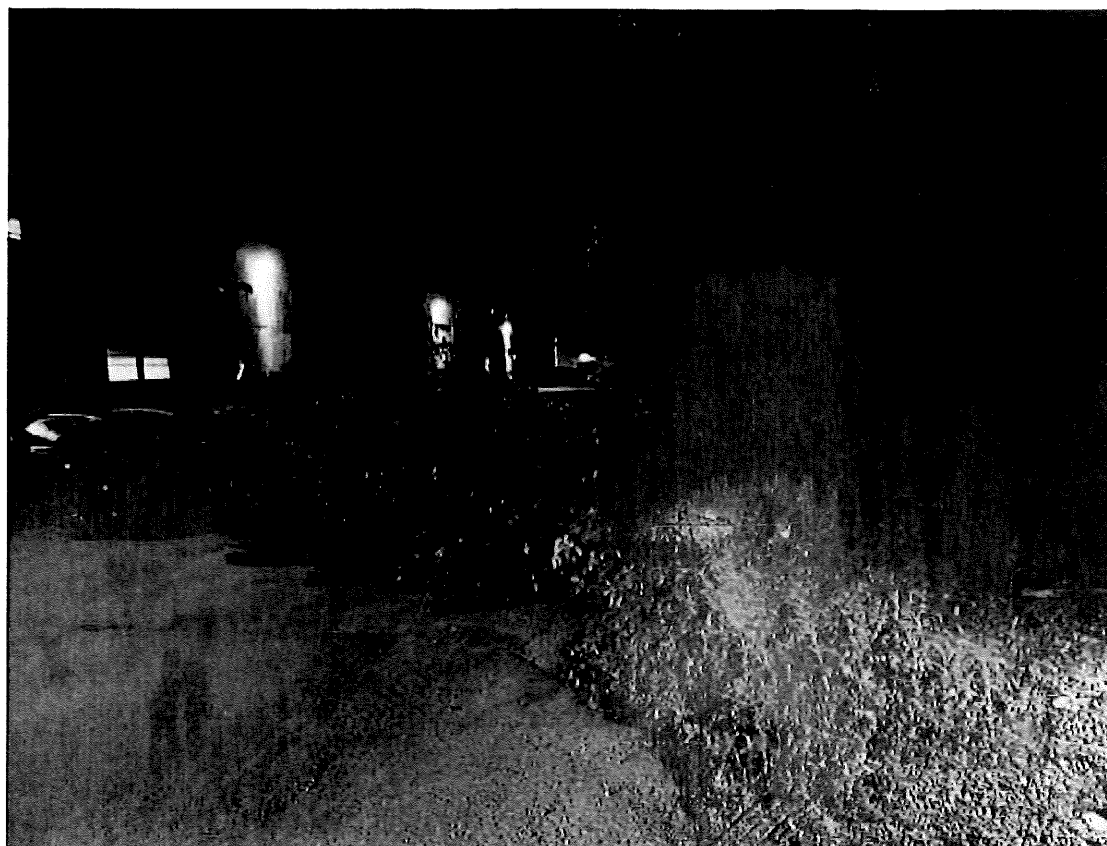
**REPORT OFFICERS**

Reporting Officer:	DUNDUTSANG T	4473
Reviewing Officer:		
Approving Officer:	FLAVIN G	3206



**ARLINGTON POLICE**  
**ARLINGTON , MA**

Incident Report 24015823



#1 07/16/2024 23:13:00 DUNDUTSANG T



#2 07/16/2024 23:14:00 DUNDUTSANG T



#3 07/16/2024 23:14:00 DUNDITSANG T

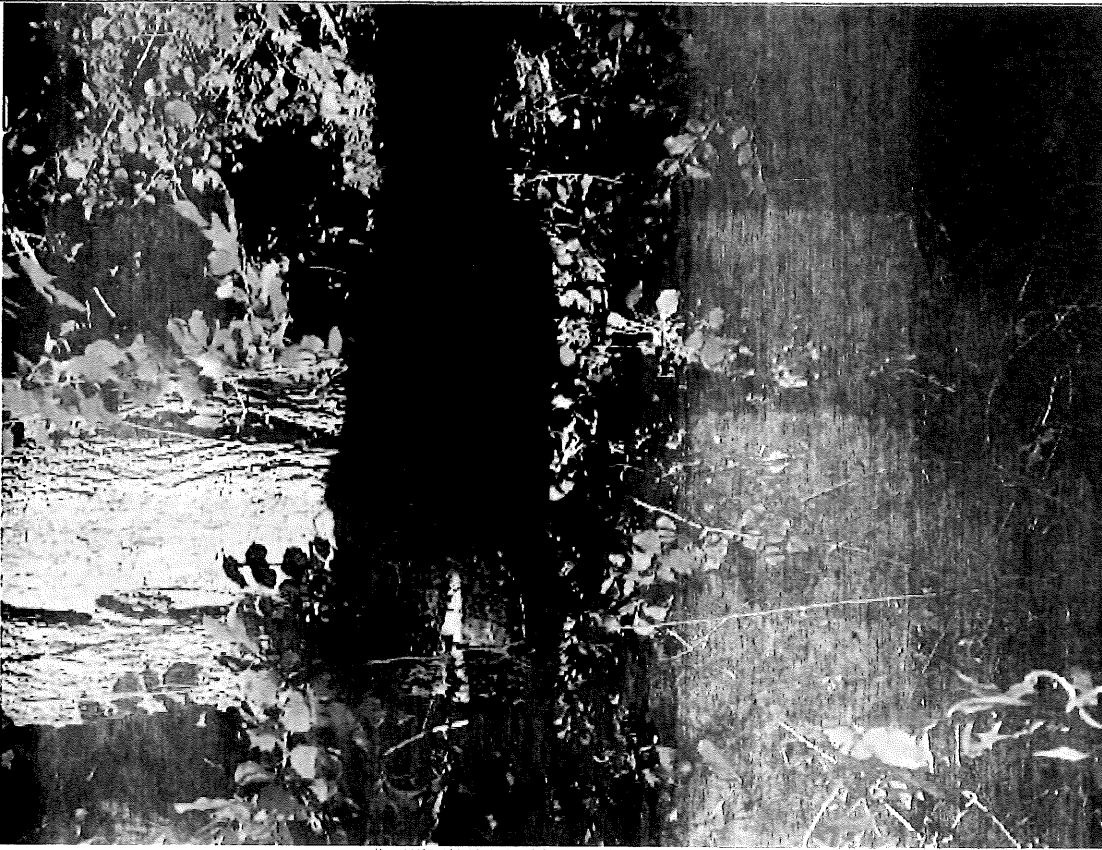




#4 07/16/2024 23:14:00 DUNDITSANG T



25 07/16/2024 23:14:00 DUMOUTSANG T



7/6 07/16/2024 23:44:00 DURIOUTSANG T

7/29/24: Reached out via phone call to Charlyene of Chompers Goatscaping for a meeting at the rear of 40 Park Ave Arlington, MA.

8/5/24: Meeting with Charlyene on site at 40 Park Ave, noticed two varieties of weeds that are poisonous to goats. Asked us to clear a path to Mill Creek and to remove the weeds in two different areas. Agreed to have a meeting after this was completed.

8/13/24: Follow up meeting with Charlyene on site at 40 Park Ave to observe the path we cleared for her to put in a temporary electric fence to enclose the goats. She observed many areas that she believed the goats could not navigate along with an abundance of trash observed in and around areas with heavy weeds and vines.

8/14/24: Reached out to Charlyene from Chompers to schedule a time for the goats to be on site and she stated that the job would be too difficult for the goats based on the unnavigable landscape and abundance of trash.

September 17, 2024

BY CERTIFIED AND ~~REGULAR~~ MAIL

40 Park Avenue Associates, LLC  
792 Massachusetts Avenue, Floor 2  
Arlington, MA 02476

RE: Wetland Violations at: 40 Park Avenue


The Arlington Conservation Commission has been presented with facts that may lead to the conclusion that you have violated the Wetlands Protection Act, GL c. 131, § 40, and the Arlington Bylaw for Wetland Protection, Title V, Article 8. These facts were confirmed on a site visit made on September 17, 2024, and include those activities described in the enclosed Enforcement Order. Photographs of the site evidencing the same facts are enclosed.

**This letter and the enclosed Enforcement Order serve to instruct you to immediately cease and desist from any and all further activity, and appear before the Conservation Commission at its Thursday, October 17, 2024, meeting, 7:00 PM. The meeting will be conducted remotely using Zoom. Registration details and instructions on how to join the meeting can be found on the Conservation Commission page of [ArlingtonMA.gov](https://www.arlingtonma.gov). Please be prepared to explain the work that has been conducted so far, and your plans for the property so that the Commission can determine the appropriate corrective actions for you to come into compliance with the Act and Bylaw. Please be advised, the Conservation Commission reserves the right to assess fines for said violations or non-compliance with this letter and Enforcement Order pursuant to the Wetlands Protection Act, GL c. 131, § 40, and the Arlington Bylaw for Wetland Protection, Title V, Article 8.**

Should you have any question or need further information, do not hesitate to contact me in the Planning Department at 781.316.3012.

Thank you for your immediate time and attention in this matter.

Sincerely,

  
David Morgan  
Environmental Planner + Conservation Agent

Enclosure

cc: Mass. DEP, NERO – Wetlands Division  
File

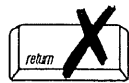
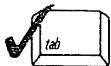


Massachusetts Department of Environmental Protection  
Bureau of Resource Protection - Wetlands  
**WPA Form 9 – Enforcement Order**  
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

DEP File Number: \_\_\_\_\_

## A. Violation Information

**Important:**  
When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



This Enforcement Order is issued by:

Arlington  
Conservation Commission (Issuing Authority)

09/17/2024  
Date

To:

40 Park Avenue Associates  
Name of Violator  
792 Massachusetts Avenue, Floor 2  
Address

1. Location of Violation:

Property Owner (if different)  
40 Park Avenue  
Street Address  
Arlington  
City/Town  
59-1  
Assessors Map/Plat Number

02476  
Zip Code  
10B  
Parcel/Lot Number

2. Extent and Type of Activity (if more space is required, please attach a separate sheet):

Clearcutting of ±3,100 square feet of Floodway, Riverfront Area, Buffer Zone, and Adjacent Upland Resource Area, removal of ±77 trees (some multistemmed), illicit drainage to Mill Brook

## B. Findings

The Issuing Authority has determined that the activity described above is in a resource area and/or buffer zone and is in violation of the Wetlands Protection Act (M.G.L. c. 131, § 40) and its Regulations (310 CMR 10.00), because:

☒ the activity has been/is being conducted in an area subject to protection under c. 131, § 40 or the buffer zone without approval from the issuing authority (i.e., a valid Order of Conditions or Negative Determination).



Massachusetts Department of Environmental Protection  
Bureau of Resource Protection - Wetlands  
**WPA Form 9 – Enforcement Order**  
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

DEP File Number: \_\_\_\_\_

**B. Findings (cont.)**

☐ the activity has been/is being conducted in an area subject to protection under c. 131, § 40 or the buffer zone in violation of an issuing authority approval (i.e., valid Order of Conditions or Negative Determination of Applicability) issued to:

Name \_\_\_\_\_

Dated \_\_\_\_\_

File Number \_\_\_\_\_

Condition number(s) \_\_\_\_\_

☐ The Order of Conditions expired on (date):

\_\_\_\_\_ Date

☐ The activity violates provisions of the Certificate of Compliance.

☐ The activity is outside the areas subject to protection under MGL c.131 s.40 and the buffer zone, but has altered an area subject to MGL c.131 s.40.

☐ Other (specify):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**C. Order**

The issuing authority hereby orders the following (check all that apply):

- ☒ The property owner, his agents, permittees, and all others shall immediately cease and desist from any activity affecting the Buffer Zone and/or resource areas.
- ☒ Resource area alterations resulting from said activity shall be corrected and the resource areas returned to their original condition.

☒ A restoration plan shall be filed with the issuing authority on or before

10/09/2024  
Date

for the following:

Restoration planting and maintenance plan

The restoration shall be completed in accordance with the conditions and timetable established by the issuing authority.



Massachusetts Department of Environmental Protection  
Bureau of Resource Protection - Wetlands  
**WPA Form 9 – Enforcement Order**  
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

DEP File Number: \_\_\_\_\_

**C. Order (cont.)**

- ☐ Complete the attached Notice of Intent (NOI). The NOI shall be filed with the Issuing Authority on or before:

\_\_\_\_\_  
Date

for the following:  
  
\_\_\_\_\_

No further work shall be performed until a public hearing has been held and an Order of Conditions has been issued to regulate said work.

- ☒ The property owner shall take the following action (e.g., erosion/sedimentation controls) to prevent further violations of the Act:

Install a 12" biodegradable mulch sock for erosion control at the low point of the site along the bank of Mill Brook. Ensure the sock is maintained and in good condition through April 2025.

Property owner shall attend the October 17, 2024 meeting of the Conservation Commission for further discussion.  
\_\_\_\_\_

Failure to comply with this Order may constitute grounds for additional legal action. Massachusetts General Laws Chapter 131, Section 40 provides: "Whoever violates any provision of this section (a) shall be punished by a fine of not more than twenty-five thousand dollars or by imprisonment for not more than two years, or both, such fine and imprisonment; or (b) shall be subject to a civil penalty not to exceed twenty-five thousand dollars for each violation". Each day or portion thereof of continuing violation shall constitute a separate offense.

**D. Appeals/Signatures**

An Enforcement Order issued by a Conservation Commission cannot be appealed to the Department of Environmental Protection, but may be filed in Superior Court.

Questions regarding this Enforcement Order should be directed to:

David Morgan

\_\_\_\_\_  
Name

781.316.3012

\_\_\_\_\_  
Phone Number

M/T/W 8 AM - 4 PM, Th 8 AM - 7 PM, F 8 AM - 12 PM

\_\_\_\_\_  
Hours/Days Available

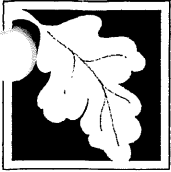
Issued by:

Arlington

\_\_\_\_\_  
Conservation Commission

Conservation Commission signatures required on following page.





Massachusetts Department of Environmental Protection  
Bureau of Resource Protection - Wetlands  
**WPA Form 9 – Enforcement Order**  
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

DEP File Number: \_\_\_\_\_

**D. Appeals/Signatures** (cont.)

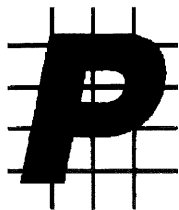
In a situation regarding immediate action, an Enforcement Order may be signed by a single member or agent of the Commission and ratified by majority of the members at the next scheduled meeting of the Commission.

Signatures:

Signature \_\_\_\_\_  
Signature \_\_\_\_\_  
Signature \_\_\_\_\_  
Signature \_\_\_\_\_  
Signature \_\_\_\_\_  
Signature \_\_\_\_\_  
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Printed Name \_\_\_\_\_  
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Printed Name \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Printed Name \_\_\_\_\_

Signature of delivery person or certified mail number \_\_\_\_\_



## **Prime Roofing Corp.**

**PO Box 478 / New Ipswich, NH 03071 / Tel: 603-878-3550 / Fax: 603-878-4646**

August 30, 2024

Davidson Management  
Arlington MA

RE: 40 Park Ave  
Arlington MA

The following is a breakdown to supply labor and materials necessary to complete the following roof work  
Damage caused by branches that are overhanging the roof are falling and puncturing the roof

1. Repair holes in roof with EPDM
2. Repair voids at angle changes
3. Remove flashing from pipe
4. Flashing in pipe with uncured EPDM
5. Supply and install 060 EPDM at masonry wall (fully adhered)
6. Supply and install termination bar at masonry wall to terminate new EPDM
7. Remove metal edge that is pulling back and dispose
8. Supply and install new aluminum edge metal (30')

Alternate 1: Patch holes, pipe and voids in the roof \$1,898.00

We propose to furnish labor and materials-complete in accordance with above specifications, and subject to conditions of this agreement, for the sum of:

Four Thousand Six Hundred Fifty Four Dollars \$4,654.00

Payment to be made as follows \_\_\_\_\_

Respectfully submitted by,  
Garett Seppala

Prime Roofing Corp.

Date of Acceptance: \_\_\_\_\_

VENDOR #40 Park Ave

**CAMPBELL ENVIRONMENTAL  
INCORPORATED**

INVOICE # 08202024  
AMOUNT \$ 500.00

August 10, 2024

CEISET Environ Remediation

PROPERTY: 40 Park Ave

Carter S. Knight, Manager  
Davidson Management Co.  
792 Massachusetts Ave., Ste #2  
Arlington, MA 02476

Re: Proposed MCP Response Actions  
RTN 3-3838  
40 Park Avenue  
Arlington, MA

Dear Mr. Knight,

Campbell Environmental Incorporated (CEI) is pleased to provide this proposal for response actions to comply with the Massachusetts Contingency Plan (MCP) at the above referenced site. The proposed actions are planned as the 'next steps' at the above listed site. See below for our scope of work and cost estimate:

### Scope of Work

Further injection of remedial compounds designed to promote insitu anerobic remediation of site groundwater is proposed during fall 2024. Approximately 50 gallons of dilute SRS-SD (food grade vegetable oil with other organics) will be injected into the site groundwater. The SRS-SD will be mixed with potable water and injected into existing injection wells. In addition, approximately four pounds of sodium bicarbonate will be diluted with potable water and injected to groundwater (to encourage a neutral pH). Following this injection, two rounds of groundwater sampling for volatile organic compounds (VOCs) at up to six monitoring wells will be also be conducted following these injections. In accordance with the MCP, a Remedial Abatement Measure (RAM) Status or Completion report will be prepared.

Installation of one additional monitoring well is also proposed in the parking lot at 30 Park Avenue (offsite). Following this installation, all wells will be surveyed to a common datum and a groundwater flow map will be prepared. In addition, two rounds of indoor air sampling for chlorinated VOCs is proposed inside the 30 Park Avenue building during winter of 2024/2025.

Prior to undertaking the response actions, a 'eligible person' MassDEP form submittal will be prepared. The client will need to sign the MassDEP form prior to submittal. See below for our cost estimate:

**Cost Estimate:**

MassDEP Form Preparation	\$450
Remedial Additives (estimated direct cost)	\$1,100
Injection Services (minimum two events)	\$1,200
Release Abatement Measure Status or Completion Report	\$2,100
Groundwater Sampling (labor and equipment) (two rounds)	\$1,300
Groundwater Laboratory Analytical	\$1,060
Dig Safe Coordination	\$170
Monitoring Well Installation/Oversight	\$2,500
Well Elevation Survey	\$450
Indoor Air Sampling/Coordination (labor two rounds)	\$600
Indoor Air cVOC Laboratory Analytical	\$900

The estimated cost for the above listed services is \$11,830. This estimate is a not to exceed budget. Client authorization will be requested if costs exceed the estimated budget. Note that MassDEP approved the current owner's financial inability status. If this status ends MassDEP may require a more aggressive time table and/or remedial strategy. MassDEP may also require additional assessment off site or on site including a bedrock investigation. If the scope of services changes for any reason, a supplemental estimate will be prepared. Note that remediation of bedrock and remediation off the off-site property is not included in this proposal. By accepting this proposal client acknowledges that remedial results are not guaranteed and that VOC rebound may occur and additional remediation, above and beyond the work currently proposed may be needed at this site. Payment of a \$3,500 retainer is needed prior to start of work on this project. Invoices will be submitted as stated below.

Initial Retainer	\$3,500
Second Retainer 70 days following initial payment	\$3,500

Following payment of these retainers, subsequent Invoices will be issued on a time and material basis. Failure to pay invoices within 30 days may result in suspension of our services. Please note that additional response actions in accordance with the MCP, beyond the scope of services outlined above, will be required at this site. The attached schedule of conditions is incorporated into and made part of this proposal. Your signature provides for acceptance of this proposal and our authorization to proceed. This estimate is good for 30 days.

We greatly appreciate the opportunity to provide you with this proposal. Please do not hesitate to contact me at 508-308-0402 if you have any questions regarding the above.

Sincerely,  
Campbell Environmental Incorporated

George E Campbell, PG, LSP  
President

Attached: Schedule of Conditions

Proposal Accepted By: \_\_\_\_\_

Date: \_\_\_\_\_

### Schedule of Conditions

Right of Entry - Unless otherwise agreed, you will furnish right of entry on the land for us to make the planned borings, explorations, field tests, or remedial system installation. We will make reasonable precautions to minimize damage to the land from use of equipment, but have not included in the fees cost of restoration of damages that may result from our operations. If we are required to restore the land to its former condition this will be accomplished and the cost plus five percent will be added to our fee.

Damage to Latent Underground Structures - Reasonable care will be exercised in locating underground structures in the vicinity of the proposed subsurface explorations. This will include contact with the local agency coordinating subsurface utility clearance, digsafe and review of plans provided by you or your representative for the site to be investigated. If the locations of underground structures are not known or cannot be confirmed by digsafe, then there is a degree of risk to you associated with conducting the drilling/excavations and explorations or remediation. In the absence of confirmed underground structure locations, you agree to accept the risk of damage and possible costs associated with repair and restoration of damage associated with the exploration or remediation work, with the exception of costs and damages resulting from the negligent or willful acts and omissions of the engineers.

Invoices - Invoices will generally be submitted on a monthly basis. Unless stated otherwise in this' contract, payment will be due within 30 days of the invoice date. Interest will be added to accounts in arrears at a rate of one and one half (1.5) percent per month (18 percent per annum) or the maximum rate allowed by law, whichever is less, of the outstanding balance. In the event that we engage counsel to enforce overdue payments, you will reimburse us for reasonable attorney's fees and court costs. If you fail to pay for services rendered as specified herein, we reserve the right to stop work until full payment is received.

Insurance - Except for claims related to pollutants or asbestos, we are protected against most risks of liability exposure by Workman's Compensation and/or Professional Liability Insurance with respect to liabilities arising from negligent errors and omissions. We will furnish information and certificates at your request. We will not be responsible for any loss, damage or liability beyond the amounts, limits, exclusions and conditions of such insurance. We will not be responsible for any loss, damage or liability arising from your negligent acts, errors or omissions and those by your staff, consultants, contractors and agents or from those of any person for whose conduct we are not legally responsible.

Oil and Hazardous Materials - Oil, hazardous materials, or asbestos containing materials may exist at a site where there is no reason to believe they should be present. Should at any time, any evidence of the existence or possible existence of such substances be discovered, we reserve the right to renegotiate the terms and conditions of this agreement, the fees for our services and our continued involvement in this project. We will notify you as soon as practically possible should unanticipated hazardous materials or suspected materials are discovered. The discovery of unforeseen hazardous materials or suspected hazardous materials may make it necessary for us to take immediate measures to protect human health and safety, and/or the environment. You agree to compensate us for the cost of any and all measures that in our opinion are justified to preserve and protect the health and safety of our personnel, the public or the environment. In addition, you waive any claims against us, and to the full extent permitted by law, agree to indemnify, defend and hold us harmless from any and all claims, losses, damages, and costs, including but not limited to cost of defense, arising out of, or in any way connected with oil and/or hazardous materials located on the site or off property when derived from the release of oil or hazardous materials at the site.

Standard of Care - In accepting our proposal, you acknowledge the inherent risks associated with consulting engineering services. In performing our professional services, we will use that degree of care and skill ordinarily exercised, under similar circumstances by members of the profession practicing at the same or similar locality.

Limitation of Liability - For any damage or costs resulting from errors, omission, or other professional negligence in performing our services, the liability of Campbell Environmental Incorporated and all officers of the corporation to all claimants with respect to this project shall be limited to an aggregate sum not to exceed \$50,000 or our fee for consulting services, whichever is greater. This provision shall take precedence over the provision as to limitation of liability set forth in the paragraph of these conditions pertaining to insurance. Nothing in this agreement shall create a contractual relationship with or cause of action in favor of a third party against Campbell Environmental Incorporated.

Force Majeure - For any "acts of God" including but not limited to adverse weather, storms, accidents, illness, or death, if such "acts of God" render the completion of the project infeasible, the liability of CEI and all officers of the corporation shall be our fee for service.

Owner Responsibility - You retain control over the site of the proposed work; you are responsible for the ongoing routine operations at the site and for the disposal of hazardous materials and residues resulting from remediation or other response actions at the site.

Massachusetts DEP/EPA Audits - For services provided by an Environmental Professional or Licensed Site Professional, including Opinions rendered as provided by the Massachusetts Contingency Plan, documents filed with the MassDEP or EPA may be audited after filing. In signing this agreement, you agree to compensate us in the event that your site is selected for an audit for time spent preparing for and complying with any DEP requests for information or interviews or services not included in this scope of work. You will be notified at the time of any such request by the DEP and we will bill you at our standard billing rates in effect at the time of the audit. We will request client prior authorization before the completion of such services.

## Outlook

### Projected Schedule

From Campbell Environmental Inc. <campbellenvinc@gmail.com>  
Date Tue 8/20/2024 8:02 PM  
To Carter Knight <cknight@davidsonmanagement.net>

Hello Carter,

The projected schedule:

September 2024 - injection of remedial additives. premark digsafes for monitoring well location

October 2024 - Injection of remedial additives, monitoring well installation, groundwater sampling

November 2024 - RAM Status or Completion Report

December 2024 - Indoor Air Sampling

January 2025 - Groundwater Sampling

February 2023 - Indoor Air Sampling

Maybe subject to change due to analytical results and or subcontractor/material availability

Feel free to reach out if you have questions. Thanks.

George E. Campbell, LSP, PG  
Campbell Environmental Inc.  
campbellenvinc@gmail.com  
508-308-0402 mobile  
508-393-9811  
campbellenvironmentalinc.com

On Aug 8, 2024, at 4:34 PM, Carter Knight <cknight@davidsonmanagement.net> wrote:

Ok great. Thank you, George.

Carter  
Sent from my iPhone

On Aug 8, 2024, at 4:30 PM, Campbell Environmental Inc. <campbellenvinc@gmail.com> wrote:

Hello Carter,

The current owner has financial inability to pay status. That status will likely go away once your company takes responsibility for the cleanup. I will call Paegan directly to discuss Friday am.

George E. Campbell, LSP, PG  
Campbell Environmental Inc.  
campbellenvinc@gmail.com  
508-308-0402 mobile  
508-393-9811  
campbellenvironmentalinc.com



**CAMPBELL  
ENVIRONMENTAL  
INCORPORATED**

September 18, 2024

MassDEP  
Bureau of Waste Site Cleanup  
150 Presidential Way  
Woburn MA

Re: Tier Classification  
RTN 2-3838  
40 Park Avenue  
Arlington, MA

To Whom It May Concern:

On behalf of 40 Park Avenue Associates, LLC this letter is written to support submittal of the BWSC Form 107 Tier Classification. This form identifies 40 Park Avenue Associates as the new responsible party for Release Tracking Number 2-3838. 40 Park Avenue Associates will assume responsibility for future cleanup and assessment activities at the site. 40 Park Avenue Associates, LLC did not cause or contribute to the oil or hazardous material release at this site.

Note that future response actions will include the following:

- Additional injections of remedial additives under a Release Abatement Measure Plan
- Off-site groundwater assessment
- On site groundwater sampling
- Off-site indoor air sampling

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**Debris Removal at 40 Park Ave., Arlington**

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**From** Campbell Environmental Inc. <campbellenvinc@gmail.com>

**Date** Wed 9/25/2024 6:13 PM

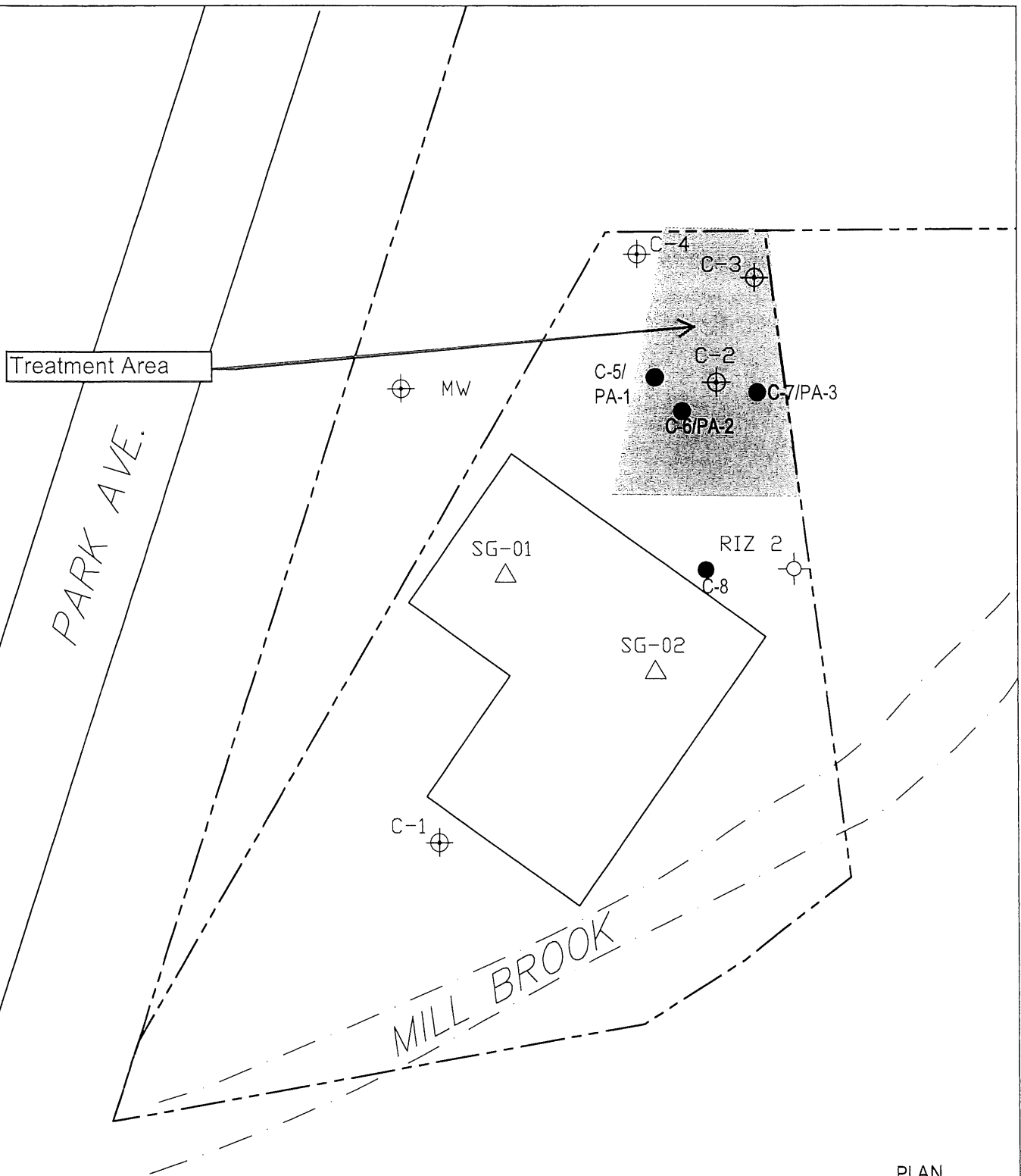
**To** Carter Knight <cknight@davidsonmanagement.net>

Carter,

Significant miscellaneous debris, likely due to unauthorized trash disposal and vegetative brush including poison ivy was located at 40 Park Avenue, Arlington.

Removal of the above referenced materials significantly will improve future site access.

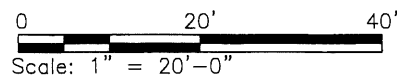
George E. Campbell, LSP, PG  
Campbell Environmental Inc.  
campbellenvinc@gmail.com  
508-308-0402 mobile  
508-393-9811  
campbellenvironmentalinc.com



LEGEND:

- |   |       |                          |
|---|-------|--------------------------|
| ⊕ | C-1   | MONITORING WELL          |
| △ | SG-01 | SOIL GAS PROBE           |
| ⊕ | RIZ 2 | EXISTING MONITORING WELL |

APROXIMATE SCALE



● INJECTION POINT (MAY 2022)



FIGURE 1

40 PARK AVENUE  
ARLINGTON, MA











